UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/810,061	03/25/2004	Pierre L. Laurent	FFRT-P003	7853

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EXAMINER
BAIRD, EDWARD J

ART UNIT	PAPER NUMBER
3693	

NOTIFICATION DATE	DELIVERY MODE
07/09/2008	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☐ Responsive to communication(s) filed on <u>7 February 2008</u>.
2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.
3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>1-21</u> is/are pending in the application.
    4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5)☐ Claim(s) _____ is/are allowed.
6)☒ Claim(s) <u>1-21</u> is/are rejected.
7)☐ Claim(s) _____ is/are objected to.
8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.
10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.
    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
    a)☐ All   b)☐ Some * c)☐ None of:
        1.☐ Certified copies of the priority documents have been received.
        2.☐ Certified copies of the priority documents have been received in Application No. _____.
        3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3)☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.
5)☐ Notice of Informal Patent Application
6)☐ Other: _____.

DETAILED ACTION

Status of Claims

Applicant has amended independent claims 1 and 16. No claims were canceled; no new claims have been added. Thus, claims 1 – 21 are pending in this application.

Response to Arguments

1.   Applicant's arguments and amendments filed on 07 February 2008 with respect to rejections of claims 1 and 16 under 35 USC § 112, 2nd paragraph, and rejections of claims 1 – 21 under 35 USC § 103(a), have been fully considered.

2.   Examiner agrees with amendments to claims 1 and 16 in order to overcome rejections under 35 USC § 112, 2nd paragraph and, accordingly, withdraws rejections.

3.   Applicant's arguments filed on 07 February 2008 with respect to rejections of claims 1 - 21 under 35 U.S.C. 103 (a) have been fully considered but are moot in view of new grounds of rejection.

Specification

4.   Applicant cooperation is requested in correcting any error of which applicant may become aware in the specification.

Claim Rejections - 35 USC § 103

5.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in
> section 102 of this title, if the differences between the subject matter sought to be patented and the prior art
> are such that the subject matter as a whole would have been obvious at the time the invention was made to
> a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be
> negatived by the manner in which the invention was made.

6.   Claims 1 – 10, 14 – 17, 20 and 21 are rejected under 35 U.S.C. 103(a) as being

unpatentable over **Bjerre et al** (USPub. No.2002/0123911) in view of **Lancaster** (USPub. No.

2002/0133456).

7.   Regarding claim 1, **Bjerre** teaches:

- receiving capacity release data from a plurality of carriers, said capacity release

data pertaining at least to said two modes of transportation [0032 and 0036];

- bundling capacity releases in accordance with a geographic bundling criterion,

thereby creating a plurality, of available derivative contracts [0036];

- receiving a derivative purchase request from said first user for capacity between said

first location and said second location, said derivative purchase request having contract

requirements that specify at least a shipment volume and a performance time [0038. Examiner

interprets *booking request* as inferring Applicant's **receiving derivative purchase request**];

- selecting a subset of said group of derivative contracts to satisfy, said derivative

purchase request, said subset including at least a first derivative contract for a first mode of said

two transportation modes and a second derivative contract for a second mode of said two

transportation modes, said two transportation modes represent two from a set of air mode, sea

mode, rail mode, and truck mode [see at least 0051 – 0053. See 0028 regarding modes of

transport];

- displaying said group of derivative contracts in a first data section of a computer window on a computer display screen for viewing; and

- simultaneously displaying user-specific forecast data in a second data section of said computer window, said user-specific forecast data pertaining to demand forecasts by shippers between said first location and said second location, said user-specific forecast data does not include forecasts associated with any shipper that has not expressed a prior implicit or explicit authorization for said first user to view their forecast data [0040 and 0041. Examiner interprets *availability for handling the proposed booking* as analogous to Applicant's **user-specific forecast data**].

Bjerre does not explicitly disclose contract information in regards to **derivative contracts**, specifically:

- obtaining from said plurality of **derivative contracts** a group of derivative contracts that satisfy, said contract requirements; and

- selecting a subset of said group of **derivative contracts** to satisfy, said derivative purchase request, said subset including at least a first derivative contract for a first mode of said two transportation modes and a second derivative contract for a second mode of said two transportation modes;

However, **Lancaster** discloses systems and methods for utilizing derivative instruments in capacity-driven industries [0068]. **Lancaster** discloses blocking space for cruise line and an airline in the travel industry [0133] and further buying of rights and selling of obligations in the distribution of services including travel service [0134]. Examiner notes a cruise line and an airline indicate two modes of transportation.

Although **Lancaster** discusses derivative-based distribution, exchanging of rights and obligations in light of the travel industry, he indicates applicability for *capacity based products*, products based on the ability to transport items from one geographic location to another [0082].

Therefore, it would have been obvious to one having ordinary skill in the art at the time of **Bjerre's** invention to include *bundling of derivative contracts* in the transportation industry as taught by **Lancaster** because by classifying these rights and obligations into contracts, one can sell, trade and exchange such contracts in the distribution chain. Such structuring of the distribution chain improves efficiency throughout the industry as risks of doing business are spread fairly across all participating players [**Lancaster** 0134].

8.   Regarding **claims 2 and 3**, **Bjerre** teaches a first user is simultaneously a shipper and a forwarder, or a forwarder and not a shipper [see at least 0042 and 0065].

9.   Regarding **claim 4**, **Bjerre** teaches a data item in said user-specific forecast data includes only a portion of a total volume forecast from a first shipper, said total volume forecast represents a total volume of shipping required by said first shipper between said first location and said second location during a time frame that fall within a time frame specified in said contract requirements [see at least 0033 and 0038 – 0040. Examiner notes that *the common carrier system adding or subtracting information as needed for each carrier* as indicative of Applicant's **including only a portion of the total volume forecast data**.].

10.   Regarding **claim 5**, **Bjerre** teaches limiting in accordance to a lane restriction criterion [see at least 0071].

11.   Regarding **claim 6**, **Bjerre** teaches limiting in accordance to a geographic restriction criterion [see at least 0070].

12.   Regarding **claim 7**, **Bjerre** teaches limiting in accordance to a mode restriction criterion [see at least 0075]

13.   Regarding **claims 8, 9, 14, and 15**, **Bjerre** does not specifically disclose derivative purchase requests as representing futures purchase requests or option purchase requests.

        However, **Lancaster** discloses the use of derivative products being traded as options, including futures [see at least Abstract, 0128, 0137 – 0138].

        Therefore, it would have been obvious to one having ordinary skill in the art at the time of **Bjerre's** invention to include *futures purchase requests or option purchase requests* as taught by **Lancaster** because the use of such financial instruments address the needs of capacity buyers, allowing them to issue, price and sell financial instruments; and encapsulating the rights and obligations to sell and purchase capacity-based services [**Lancaster** 0138].

14.   Regarding **claim 10, Bjerre** teaches the computer window implemented via an Internet Browser [see at least 0007 and 0037. Examiner notes that receiving and sending data over the internet necessitates the use of an internet browser].

15.   **Claim 16** is an apparatus claim which is parallel to the method of claim 1 and is thus rejected for the same reasons.

16.   **Claim 17** is an apparatus claim which is parallel to the method of claim 10 and is thus rejected for the same reasons.

17.   **Claims 21 and 22** are apparatus claims which are parallel to the methods of claim 14 and 15, respectively, and are thus rejected for the same reasons.

18.   Claims 11 and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Bjerre in view of **Lancaster** in further view of **Scheer** (USPub. No. US 2002/0138358).

19.   Regarding **claim 11,** neither **Bjerre** nor **Lancaster** teach:

- user-specific forecast data includes self-assessed qualitative ratings by said shipper,

said self-assessed qualitative ratings being performed using at least four of a set of criteria that

includes demand, manufacturing readiness, manufacturing location, capacity, product, lane, and

lane stability.

   Scheer discloses a supply chain management method involving the flow of material,

information, and money between customers, suppliers, manufacturers, distributors and,

possibly, financial institutions [0002]. He further discloses:

- a supply chain management system and method which would allow companies to

operate an entire supply chain on a "just in time" basis [paragraph 0023. Examiner interprets

allowing companies to operate an entire supply chain as representative of Applicant's **self-**

assessed qualitative ratings in that **"the collection of functions and features implemented**

in software and/or hardware. . . make the operation and management of the supply chain

as automated as possible".   Examiner interprets *operating a supply chain on a "just in time"*

basis as representative of Applicant's **manufacturing readiness**].

   Scheer further discloses a database of forecast data [paragraph 0024], which may be

comprised of the following:

- capacity [0025. Examiner interprets *consumption rates* as representing Applicant's

capacity].

- demand [paragraph 0026 and 0027]

- location [see at least 0163. Examiner notes that *excess inventory* is related to the

stocking level for a **location**].

Therefore, it would have been obvious to a person having an ordinary skill in the art at the time of the **Bjerre's** invention to include *supply chain management system and method* as taught by **Scheer** because it would allow a customer to determine if a product is in-house or needs to be from a distributor or supplier [**Scheer** 0031].

20.   **Claim 18** is an apparatus claim which is parallel to the method of claim 11 and is thus rejected for the same reasons.

21.   Claims 12 and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over **Bjerre** in view of **Lancaster** in further view of **Scheer,** as applied to claim11, in further view of **Nafeh et al** (USPub. No. 2002/0069155).

22.   Regarding **claim 12**, neither **Bjerre, Lancaster,** nor **Scheer** teach:

- displaying data pertaining to said first purchased derivative contract along with linkage data between a first component segment covered by said first purchased derivative contract and a second component segment covered by a second purchased derivative contract, said first component segment and said second component segment representing component segments of a single end-to-end shipping order, and

     However, **Nafeh** discloses his Executive Summary Page for each contract bundle which displays real time quotes for the best bid and offer for each contract in each outstanding series of the contract bundle [0466]. The Executive Summary Page also shows the expiration date for each outstanding series, the payout criterion for each contract, and the current rate, level, or value of the underlying.   The Executive Summary Page allows the member to hyperlink to the rules describing the contract bundle and contracts, charts showing the trading history of all the contracts, and a glossary of terms related to the contract bundles, contracts, and the underlying.

Examiner interprets *hyperlinking to the rules describing the contract bundle and contracts, etc.* as analogous to Applicant's **displaying linkage data.**

Therefore, it would have been obvious to a person having an ordinary skill in the art at the time of the **Bjerre's** invention to include *displaying derivative contract data along with linkage data* as taught by **Nafeh** because it would allow a user to determine a applicable derivative data need to make an informed decision when trading them.

23.   Regarding **claim 13, Nafeh,** teaches:

- enabling said first user to trade said first purchased derivative contract in an adjustment market after said expiration.

Nafeh discloses in his invention a computer-network based futures trading system, or platform, which is electronically accessible by prospective traders, for enabling transactions related to futures contracts and futures contract bundles [paragraph 0035. Examiner interprets a prospective trader as Applicant's first user].

Therefore, it would have been obvious to a person having an ordinary skill in the art at the time of the **Bjerre's** invention to include *enabling a user to trade derivative contracts after an earlier option had expired* as taught by **Nafeh** because it allows a user to trade options efficiently.

24.   Claim 19 is rejected under 35 U.S.C. 103(a) as being unpatentable over **Bjerre** in view of **Lancaster** in further view of **Official Notice.**

25.   Regarding **claim 19, Lancaster** teaches capacity releases being further bundled in accordance with a time frame criterion to create said plurality of available derivative contracts.

Examiner takes **Official Notice** that in the art of trading freight derivatives many

derivatives such as puts and calls have a time limit on when they may be exercised.

Therefore, it would have been obvious to one having ordinary skill in the art at the time

of **Bjerre's** invention to include creating derivative contracts with a time frame criterion because

in the art of trading freight derivatives, it is well known that shipping of goods is time and

schedule dependent.

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this

Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is

reminded of the extension of time policy as set forth in 37 CFR 1 .l 36(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR

1.136(a) will be calculated from the mailing date of the advisory action. In no event, however,

will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner

should be directed to Ed Baird whose telephone number is (571) 270-3330. The examiner can

normally be reached on Monday - Thursday 7:30 am - 5:00 pm Eastern Time.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jay Kramer can be reached on (571) 272-6783. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Ed Baird/
Examiner, Art Unit 3693
571-270-3330

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Supervisory Patent Examiner, Art Unit 3693